

# राजपत्र, हिमाचल प्रदेश

# हिमाचल प्रदेश राज्य शासन द्वारा प्रकाशित

बुधवार, 31 जुलाई, 2019/09 श्रावण, 1941

हिमाचल प्रदेश सरकार

#### **HEALTH & FAMILY WELFARE DEPARTMENT**

#### **NOTIFICATION**

Shimla-2, the 27th February, 2019

**No. HFW-B(F)4-9/2017-II**.—In supersession of all previous notifications issued in this regard, the Governor of Himachal Pradesh is pleased to notify PG/Super Speciality Policy for regulating admissions to various Post Graduation and Super Specialty Courses in Medical Education applicable in the State of Himachal Pradesh as under:—

- 1. Short Title.—This policy may be called the 'Policy for regulating admissions to various Post Graduation and Super Specialty courses in Medical Education applicable in the State of Himachal Pradesh' in short 'PG/Super Specialty Policy'.
  - **2. Commencement.**—The policy shall come into effect from the date of notification.
  - **3. Definition.**—Notwithstanding anything to the contrary—
    - **3.1.1** 'Autonomous Institutions' shall mean AIIMS Delhi, PGIMER Chandigarh and JIPMER Puducherry to which admissions in Post Graduation are made on the basis of separate entrance examination and not NEET-PG.
    - 3.1.2 'Direct candidate' shall mean the doctor who is not claiming service benefits/ incentive benefit for pursuing Post Graduation in the State through NEET-PG and shall include candidates of State Quota (Non-GDOs)/ All India Quota.
    - **3.1.3** 'Director, Dental Health Services' in short DDHS shall mean the Director, Dental Health Services, Himachal Pradesh.
    - **3.1.4** 'Director, Health Services' in short DHS shall mean the Director, Health Services, Himachal Pradesh.
    - **3.1.5** 'Director, Medical Education & Research' in short DME shall mean the Director, Medical Education & Research, Himachal Pradesh.
    - 3.1.6 'Field posting' shall mean the posting in various peripheral Health Institutions of the State including Primary Health Centre, Community Health Centre, Civil Hospitals, District Hospitals, Zonal Hospitals and Regional Hospitals. Teaching posts in Government Medical/Dental Colleges of the State shall be excluded from the definition of field posting but shall include the posts of Casualty Medical Officers and Medical Superintendents.
    - **3.1.7** 'General Duty Officer', in short GDO shall mean the doctors under the establishment of the Director, Health Services, Himachal Pradesh and shall include the doctor appointed on regular/contract basis.
    - **3.1.8** 'Government' shall mean the Government of Himachal Pradesh.
    - 3.1.9 'Incentive Certificate' shall mean the certificate which shall be issued by the Chief Medical Officer and countersigned by the DHS and which shall certify the actual period served by the GDO in a particular field posting and shall be required for calculation of incentive for serving in field postings for the purpose of drawing up of State Quota Merit list.
    - **3.1.10** 'Medical Faculty' shall mean the doctors under the establishment of DME working as regular Assistant Professor and above in the various Government Medical/Dental Colleges of the State.
    - **3.1.11** 'No Objection Certificate' in short NOC shall mean the No Objection Certificate issued by the Director, Health Services, Himachal Pradesh to pursue Post Graduation and Super Speciality course as may be applicable.

- **3.1.12** 'Post Graduation' shall mean the Post Graduate MD/MS/MDS/MHA/MPH/DNB/Diploma courses or any such equivalent courses.
- **3.1.13** 'Sponsorship' shall mean the payment of emoluments/pay/allowances along with due increments (if applicable) during the prescribed duration of the course of Post Graduation/Super Specialty Courses being pursued by the GDO. For all purposes, in case of a sponsored GDO, his/her Post Graduation/Super Specialty duration shall be considered on-duty. However, in case a GDO is sponsored, he/she shall not be entitled for drawing stipend during the course.
- **3.1.14** 'Sponsorship Certificate' shall mean the certificate issued by the DHS after fulfilment of all the bond formalities.
- **3.1.15** 'State' shall mean the State of Himachal Pradesh.
- **3.1.16** State Quota shall include the seats which are filled up through State counselling and shall include the unfilled seats of All India Quota which have been reverted to the State.
- **3.1.17** 'Super Specialty Courses' shall mean the courses pursued after Post Graduation and shall include DM/MCh/DNB (Super Specialty) or any such equivalent courses.
- **4. GDO Encadrement.**—The cadre of GDOs shall be built up by the following two methods:—

#### 4.1 Contractual basis:

- **4.1.1** Campus Interviews shall be conducted in all the Medical Colleges by the DHS for field postings at least 3 months prior to the completion of internship and posting orders shall be issued to willing candidates before the completion of internship.
- **4.1.2** Walk-in-interviews shall be held in the office of the DHS as may be decided by the Government from time to time for various field postings.
- **4.1.3** Those Direct Candidates who serve the state beyond the mandatory period of peripheral service shall continue as GDOs (if willing) and shall be treated as contractual candidates for all practical purposes.

#### 4.2 Regular basis:

- **4.2.1** The contractual GDOs may be regularized in accordance with the policy notified by the Government from time to time.
- **4.2.2** Recruitment may also be conducted through Himachal Pradesh Public Service Commission, Shimla on regular basis as may be decided by the Government from time to time.
- 5. Incentive/NOC/Sponsorship for pursuing Post Graduation:

#### 5.1 Incentive for pursuing Post Graduation within the State through NEET-PG:

**5.1.1** There shall be no requirement for a NOC to appear in NEET-PG for any of the GDO candidates.

- 5.1.2 There shall be requirement of an Incentive Certificate for availing the incentive for serving in the State as a GDO provided that such Incentive Certificate shall be issued to only those GDO who have completed at least one year of uninterrupted continuous service without any break or unauthorized absence on the date of declaration of result of NEET-PG. Further provided that this Incentive Certificate shall be valid only for appearing in the State Quota Counselling.
- 5.1.3 The application for issuance of Incentive Certificate shall be made by the desirous GDO to the concerned Chief Medical Officer under whom he/she is currently serving. The application shall be made on a prescribed format which shall be notified by the DHS separately. The concerned Chief Medical Officer shall verify the service particulars of the GDO from the maintained service record and send the Incentive Certificate for counter signature of the DHS.
- **5.1.4** The GDOs shall be entitled for incentive in terms of percentage of marks obtained in NEET-PG based on their services rendered in various field postings as per **ANNEXURE-A**. The percentage incentive shall be computed on prorata basis for the actual duration of service rendered in a particular field posting as per the following formula:

In case a particular GDO has been posted at one particular station but he is deputed for some period to another station, the actual duration served at a particular field posting will be taken into account for the calculation of incentive. This incentive shall be available to only those GDOs who are in the active service of the State in a continuous manner and for the purpose of computing the incentive, the present continuous service shall be taken into account; meaning thereby, any doctor who has served as a GDO in the past but has subsequently resigned from GDO ship shall not be eligible to avail benefit of this incentive on the basis of any previous service. Similarly, if he/she subsequently joins GDO ship again, the incentive will be calculated taking into consideration the latest period of service reckoned from the date when he/she is in continuous service without any break. This incentive will be subject to maximum of 30% in terms of judgment delivered by the Hon'ble Supreme Court of India on 16th August, 2016 in Civil Appeal No. 8047/2016—State of U.P. & Ors. Versus Dr. Dinesh Singh Chauhan and as per Medical Council of India Post Graduate Medical Education Regulations.

- **5.1.5** For the purpose of computation of incentive by the DHS, the cut off date shall be the date of declaration of NEET-PG result.
- **5.1.6** The date schedule for issuance of such Incentive Certificate shall be notified by the DME either as a part of Prospectus or separately.
- 5.1.7 No application for issuance of Incentive Certificate shall be entertained after the expiry of period mentioned in notification as per clause 5.1.6. If any GDO fails to make application before the expiry the last date prescribed for the purpose it shall be presumed that he/she is not interested in availing the benefit of the incentive.

- 5.1.8 The incentive applicable for each field posting for a particular candidate shall be calculated, summed up and rounded off to three decimal points by the DHS. The DHS shall compile the list of all candidates who have applied for issuance of Incentive Certificate alongwith their NEET-PG roll number and communicate the entitled incentive (till three decimal points) in respect of each candidate to the DME for drawing up a combined merit list in respect of GDO and direct candidates. The individual original Incentive Certificate shall be filed in the personal record of the GDO.
- **5.1.9** No incentive shall be applicable for those GDOs who are appearing for the All India counseling.

# 5.2 NOC/Sponsorship for pursuing Post Graduation against sponsored quota seats of autonomous institutions:

- **5.2.1** NOC shall be issued only to GDOs desirous of pursuing Post Graduation from the autonomous institutions for appearing in their entrance examination against the sponsored quota of the autonomous institutes subject to the following conditions:—
  - (a) GDO should be regular and should have three years of uninterrupted continuous services without any break or unauthorized absence. His/her service record to this effect should have been verified by the concerned Chief Medical Officer as per maintained service record. Such verification shall be obtained by the concerned GDO from the Chief Medical Officer before making application to the DHS for NOC for appearing in examination.
  - (b) NOC will not be given before three years of service as required at 5.2.1(a) notwithstanding the requirement of lesser service in the prospectus of any particular autonomous institution.
- **5.3** Such candidates who have been granted NOC/Sponsorship for appearing in the entrance examination of autonomous institutions subject to conditions as laid down in 5.2.1 and are subsequently selected in the institutions shall apply to the DHS for relieving along with the result card. The DHS shall then complete all the formalities as prescribed in clause 6 and shall relieve the candidate only after furnishing of bond documents.

#### **5.4** Sponsorship:

**5.4.1** After the counseling, the GDOs desirous of pursing Post Graduation within or outside the State shall apply for sponsorship to the DHS. The pre-requisites for issuance of sponsorship certificate shall be the following:

#### **5.4.1.1** For Post Graduation within the State:

- (a) The candidate should have applied and should have been issued Incentive Certificate prior to State counseling.
- (b) Fulfilment of all formalities as per clause-6

- **5.4.1.2** For Post Graduation outside the State through NEET-PG/ unsponsored quota of autonomous institutions:
  - (a) No GDO shall be sponsored for Post Graduation outside the state through NEET-PG or against non-sponsored quota of autonomous institutions.
  - (b) Such GDOs who secure admissions in Post Graduation courses outside the State through NEET-PG or against unsponsored quota of autonomous institutions may avail leave of kind due including Study Leave/ Extra Ordinary Leave, as may be otherwise admissible as per CCS (Leave) Rules.
  - (c) Such GDOs who secure admissions in Post Graduation courses outside the State through NEET-PG or against unsponsored quota of autonomous institutions shall apply to the DHS for relieving. If the candidate has sufficient leave of kind due as per clause (b) above, the same may be recommended to the Government subject to the conditions as per the leave being granted including bond period for Study Leave. If sufficient leave is not admissible as may be required for duration of the Post Graduation course, the GDO will have to resign if he/she wants to pursue the post graduation and accordingly his/her case shall be sent to the Government by the DHS alongwith recommendations.
- 5.5 If any GDO joins Post Graduation within or outside the state through NEET-PG exam/ Autonomous Institution Entrance Examination as a direct candidate without due resignation/permission, in case of contractual GDO his/her services shall be deemed terminated and recovery shall be made as per terms of contract agreement and in case of regular GDO candidate, disciplinary proceedings shall be initiated besides writing to the concerned Head of Institute for cancellation of the admission.

#### 6. Terms and conditions of Bond for Post Graduation:

**6.1** As the Government incurs substantive expenditure on each candidate for doing Post Graduation and also pays them full pay along with all allowances and seniority during the course, every GDO (regular/contract) who have been sponsored to pursue Post Graduation within the State in Government Medical/Dental Colleges shall have to furnish a bond to serve the State for at least four years including mandatory first year of field posting after completion of their respective courses. Similarly, in case of GDOs sponsored for Post Graduation outside the State on sponsored quota seats of Autonomous Institutions, as the Government pays them full pay along with increments during the course and they are not even serving the state during the course, every such GDO (regular) shall have to furnish a bond to serve the State for at least five years including mandatory first year of field posting after completion of their respective courses. Since the direct candidate who pursues Post Graduation within the State in Government Medical/Dental Colleges on State/All India Quota stand on a different footing as they are not entitled to service benefits including full pay (with allowances and increments) and chances of regularisation to which their GDO counterparts are entitled; however, keeping in view the resources expended in their education by the government including payment of stipend, every such direct candidate shall have to furnish a bond to serve the State for at least two years including mandatory first year of field posting after completion of their respective courses.

- **6.2** The bond as per clause 6.1 shall be in the following form:
  - 6.2.1 All the candidates as per clause 6.1 shall furnish a bond in the form of a legal undertaking to serve the State for prescribed period failing which the candidate shall have to pay the Rs. 40 Lacs to the State Government. The candidate shall also furnish an undated cheque from a scheduled bank amounting to Rs. 40 Lacs in the name of DHS. The DHS shall be at liberty to get the cheque encashed in event of violation of the bond conditions
  - 6.2.2 The candidates as per clause 6.1 shall also deposit their original bachelor degree with the DHS/DDHS (in case of GDOs) and DME (in case of direct candidates). The concerned issuing University/Institution shall be informed about such retention and the candidate shall be debarred from obtaining any duplicate degree. The original bachelor degree shall be released only after completion of the Bond Period or after deposition of the requisite amount and this shall be a part of the bond agreement.
  - **6.2.3** The candidates shall also furnish undertaking as a part of bond that they shall complete the course prescribed failing which they shall be liable to pay Rs. 10 lakhs to the State government for wastage of seat.
  - **6.2.4** The prescribed format of the bond shall be as per **Annexure-B**.
- **6.3** It shall be the sole responsibility of DHS/DDHS to ensure the furnishing of such documents from each GDO candidate who is being sponsored and the sole responsibility of the Principal of concerned Medical College to ensure collection of these documents at the time of admission of a direct candidate to the course. Any dereliction of duty in this end shall make the concerned liable for action.
- 6.4 The custodian of these three documents—Bond as legal undertaking, undated cheque and the original Bachelor's Degree shall be DHS/DDHS (in case of GDOs) and DME (in case of direct candidates through Principals of respective colleges). Two months before the tentative completion of the Post Graduation in every Medical/Dental College, the DHS/DDHS shall conduct walk in interview in the concerned college and shall take options from all those candidates who are bonded to serve the State. Simultaneously, the DHS shall take over the custody of the documents including the Bond agreement, undated cheque and Original Bachelor degree in respect of direct candidates. The field posting orders of such candidates shall be issued by the DHS/DDHS within a month of declaration of PG results and successful clearing of the PG Exams subject to vacancy. The concerned Principals shall relieve the candidates (including GDOs and direct candidate) only after successful completion of the course with the direction to report to the DHS.
- **6.5** In no case, NOC will be granted for second Post Graduation Course/Super Specialty Course/Senior Residency to any candidate during the mandatory period of service of the State after first Post Graduation.
- **6.6** The following shall constitute a violation of the bond to serve the state as outlined in Clause 6.1.
  - **6.6.1** Failure to join the given field posting within 10 days of issuance of orders.

- **6.6.2** Putting in request for EOL/study leave/request for NOC during the mandatory period of service of the State.
- **6.6.3** Putting in request for Senior Residency within the mandatory first year of field posting.
- **6.7** In the event of a candidate violating the terms of bond as outlined in clause 6.6, the following actions shall be initiated by the DHS:
  - **6.7.1** The salary paid to the candidate during sponsorship shall be recovered through due process of law.
  - **6.7.2** The bond amount shall be recovered through due process of law. The cheque submitted by the candidate as a part of bond documents shall be en-cashed.
  - **6.7.3** Initiation of disciplinary proceedings against the GDO candidate.
  - **6.7.4** The original bachelor degree shall not be returned and endorsement shall be made to the concerned University thereof.
  - **6.7.5** Cancellation of registration from the concerned Medical Council.
- **6.8** Exceptions.—The condition of bond shall not be applicable in case of Direct candidate in the following scenarios:
  - **6.8.1** Those direct candidates who do not choose to take any stipend during the post graduation in the state. Such candidates shall furnish such option on a prescribed affidavit before the start of course.
  - **6.8.2** Those direct candidate in whose case the Government/DHS/DDHS fails to issue any orders for field postings within a month of their clearing the PG Exams. However, the DHS/DDHS would be answerable to the Government for this lapse.

#### 7. Remuneration during Post Graduation:

- **7.1** GDOs appointed on contract basis and sponsored for pursuing post graduation within the State as per clause 5.3 shall be paid the contractual salary as per their contract agreement.
- 7.2 Regular GDOs sponsored for pursuing post graduation within the State and outside the State on sponsored quota seats of Autonomous Institutions as per clause 5.3 shall be treated on duty during the prescribed period of Post Graduation and he/she shall be paid the regular pay, allowances including increments for such prescribed period. In case, the sponsored GDO is not able to complete the Post Graduation within the prescribed time period, the extra period spent during Post Graduation beyond the prescribed period may be regularized against the leave of kind due. If there is no sufficient leave of kind due in his/her credit, that period shall be treated as EOL and the payment made to the person for this period shall be recovered from the candidates.

**7.3** Direct candidates shall be paid stipend as applicable to them subject to the exception, if chosen for, as per clause 6.8.1.

#### 8. Remuneration during the mandatory field posting:

- **8.1** The regular GDO shall continue to draw the emoluments and pay admissible to him/her with due allowances and increments during the period of mandatory field posting.
- **8.2** The contractual GDO shall continue to draw the salary as admissible to him as per terms of the contract.
- **8.3** The Direct candidates shall draw salary at the rate as admissible for contract and shall be treated as contractual GDOs for all practical purposes during the period of mandatory field posting. However, if the direct candidate subsequently joins as Senior Resident in any of the Medical Colleges after completion of mandatory first year of field posting, he shall draw the pay as prescribed for a Senior Resident.

#### 9. Terms for leaving Post Graduation course midway:

- **9.1** If the GDO's who have been granted sponsorship for pursuing Post Graduation within the State or outside the State, leaves the Post Graduation course midway, he/she shall be debarred to re-appear in any entrance examination for Post Graduation for the next five years within and outside the State of Himachal Pradesh. The period of five years for the purpose of de-barring shall be reckoned from the date of leaving the course midway.
- **9.2** In addition to this, for those GDO's who leave post graduation course mid way, the period spent in the Medical Colleges during Post Graduation may be regularized against the leave of kind due. If there is no sufficient leave of kind due in his credit that period may be treated as EOL and the payment made to the person for this period shall be recovered from the candidates. In addition to this, the GDO shall have to pay Rs. 10 Lakhs in event of leaving the course midway as per terms of the bond.
- **9.3** In case of direct candidates who leave the course midway, they shall have to pay Rs. 10 lakh to the State Government as per the terms of the bond. Information in respect of such cases shall be sent to the DHS by the concerned Principal along with bond and other documents.
- 10. Terms for second Post Graduation Course.—The GDOs who have been sponsored to pursue Post Graduation within or outside the state earlier and who are desirous of pursuing a second Post Graduation Course shall be governed by the following conditions:
  - 10.1 The GDOs who have completed PG Degree in one specialty shall not be granted sponsorship/NOC for pursuing PG Degree in any other specialty. However, such candidates may pursue their second PG degree course only after the grant of EOL by the Government as per CCS Leave Rules.
  - 10.2 The GDOs who have completed PG Diploma/DNB in one specialty may be given NOC for pursuing PG Degree in the same specialty, only after serving the state for at least five years (either in field postings or in Government Medical/Dental Colleges) after completion of PG Diploma/DNB.

- 10.3 The GDOs who have completed PG Diploma/DNB in one specialty shall not be granted NOC for pursuing PG Degree/DNB/Diploma in any other specialty. However, such candidates may pursue their second PG degree course only after the grant of EOL by the Government as per CCS (Leave) Rules.
- Any GDO who is not fulfilling the condition of minimum required service to be sponsored as Post Graduate Candidate within or out of the state shall have to resign on their selection against direct/open seats before joining such courses. And if he/she joins Post Graduation without getting NOC from the Government or without submitting his/her resignation, in case of contractual GDO his/her services shall be deemed terminated and recovery shall be made as per terms of contract agreement and in case of regular GDO candidate, disciplinary proceedings shall be initiated besides writing to the concerned Head of Institute for cancellation of the admission.

#### 11. NOC and Sponsorship for pursuing Super Specialty courses:

#### 11.1 NOC/Sponsorship for GDOs:

- 11.1.1 There shall be no requirement of NOC for appearing in the All India NEET Super Specialty or any other Entrance Examination to the Super Specialty Courses prescribed except for appearing against the Sponsored quota seats of the Autonomous Institutions.
- 11.1.2 Since the state needs the services of super specialists to improve the health care facilities within the state, the state would offer sponsorship to candidates who wish to pursue super specialty courses, subject to following conditions:—
  - (a) GDO seeking sponsorship should be regular and should have completed the mandatory service of the State after Post Graduation as per clause 6.1 if the candidate had pursued post graduation earlier as a sponsored candidate.
  - (b) Those candidates who had initially joined as Direct Candidates but subsequently turned GDO or those who have joined GDO ship after doing Post Graduation from elsewhere shall be considered for sponsorship to Super Speciality Courses subject to the condition that the GDO should be regular and should have served the State for at least three years including one year of mandatory field posting.
  - (c) In case of GDOs, who fulfil the conditions as laid down at clause (a) and (b) above, and have cleared NEET-SS or any such prescribed examination including unsponsored seats of Autonomous Institutions shall apply to the DHS for Sponsorship and shall be relieved after fulfilment of formalities as prescribed at Clause 11.3.
  - (d) In case of GDOs, who wish to pursue the Super Specialty Courses on sponsored seats of Autonomous institutions, NOC shall be granted only subject to fulfilment of clause 11.1.2 (a) and (b), notwithstanding the requirement of lesser/greater service in the prospectus of any particular Autonomous Institution.

- (e) Such candidates who have been granted NOC as prescribed at Clause (d) above and have been subsequently selected to pursue the Super Specialty Course against sponsored quota of Autonomous Institutions shall apply to the DHS for relieving and shall be relieved after fulfilment of formalities as prescribed at Clause 11.3.
- **11.1.3** There shall be no annual capping on the number of sponsored seats for Super Specialty Courses.
- 11.1.4 Any GDO who is not fulfilling the condition of minimum required service to be sponsored as Super Specialty Candidate within or out of the State shall have to resign and complete the obligation of the bond on their selection against direct/open seats before joining such courses. And if he/she joins Super Specialty Course without getting NOC/Sponsorship from the Government or without submitting his/her resignation, in case of contractual GDO his/her services shall be deemed terminated and recovery shall be made as per terms of contract agreement and in case of regular GDO candidate, disciplinary proceedings shall be initiated besides writing to the concerned Head of Institute for cancellation of the admission.

#### 11.2 NOC/Sponsorship for Medical Faculty:

- 11.2.1 The State shall also allow the regular medical faculty to pursue Super Specialty Courses for career progression and providing better services to the patients of the State. However sponsorship shall only be available for the sponsored quota seats of Super Specialty Courses in Autonomous Institutions.
- **11.2.2** The conditions of sponsorship for medical faculty shall be the following:
  - (a) The Medical faculty should be regular.
  - (b) He/she should have served for a minimum period of three years in the Medical College as Assistant Professor or above.
  - (c) He/she should be occupying a post which is over and above the MCI requirement for running of Under Graduate/Post Graduate courses in the concerned institutions. For instance if as per MCI requirement two posts of Assistant Professors are required in Department of Medicine in a particular institutions and the candidates who is seeking sponsorship is one amongst the only two Assistant Professors available, he/she will not be given the benefit of the Sponsorship in any case. However, if there are three or more Assistant Professors working against the sanctioned strength, which is more than the MCI requirement, sponsorship may be granted on a first come first serve basis.
- 11.2.3 The DME shall be competent to sign the Sponsorship Certificate on the behalf of the Government subject to fulfilment of conditions as outlined at clause 11.2.2 above and clause 11.3 below.
- 11.2.4 In the event of selection of the applicant who has been issued sponsorship certificate, the post which the incumbent was occupying before leaving for the course shall remain vacant and the incumbent shall join back on the same post

after completion of Super Specialty Course. The medical faculty candidate who has successfully completed the course and joined back the Medical Education Department shall be entitled for seniority of the prescribed duration of the course in the same department. However, any formal designation/promotion shall happen only once the candidate joins back. In case, the incumbent wants to join against available entry level vacancy in the Super Specialty Department, he/she shall be allowed to join. However, in no case shall the incumbent be allowed to occupy the higher post in the Super Specialty Department and his services in that department shall be counted from the date of actual joining for the purpose of seniority/promotion *etc*.

11.2.5 In case any candidate of the regular medical faculty wants to appear for/pursue Super Specialty through NEET-Super Specialty Examination or the unsponsored quota seats of Autonomous Institutions, he/she may avail leave of kind due including study leave. However, in case sufficient leave is not admissible, the candidate will have to resign from the post and the post shall be deemed vacant for all purposes. And if he/she joins Super Specialty Course without getting NOC/Sponsorship from the Government or without submitting his/her resignation, disciplinary proceedings shall be initiated besides writing to the concerned Head of Institute for cancellation of the admission.

#### 11.3 Terms and Conditions of Sponsorship for Super Specialty Courses:

- 11.3.1 As the Government incurs substantive expenditure on each candidate for doing Super Specialty and also pays them full pay during the course, every GDO (regular) who have been sponsored to pursue Post Super Specialty within the State in Government Medical/Dental colleges shall have to furnish a bond to serve the State for at least five years after completion of their respective courses. Similarly, in case of GDOs/medical faculty sponsored for Super Specialty outside the State (including sponsored quota seats of Autonomous Institutions), as the Government pays them full pay alongwith increments during the course, every GDO (regular)/medical faculty who has been sponsored to pursue Super Specialty outside the State shall have to furnish a bond to serve the State for at least seven years after completion of their respective courses. Similarly, as the Government expends huge resources in the education of Direct Candidates including payment of stipend, every direct candidate who pursues Super Specialty within the State in Government Medical/Dental Colleges shall have to furnish a bond to serve the State for at least three years after completion of their respective courses.
- **11.3.2** The categories of Super Speciality Students (GDO/Direct) shall furnish bond as per detail below:
  - (a) The candidates shall furnish a bond in the form of a legal undertaking to serve the State for prescribed period failing which the candidate shall have to pay the Rs. 60 Lakhs to the State Government. The candidate shall also furnish an undated cheque from a scheduled bank amounting to Rs. 60 Lacs (Sixty lacs) in the name of DHS (in case of GDOs) and or DME (in case of medical faculty/direct candidates). The DHS/DME shall be at liberty to get the cheque encashed in event of violation of the bond conditions.

- (b) The candidates shall also furnish undertaking as a part of bond that they shall complete the course prescribed failing which they shall be liable to pay Rs. 15 lakhs to the State government for wastage of seat.
- (c) The prescribed format of the bond shall be as per **Annexure-B**.
- **11.3.3** The general conditions including violation and procedure to be adopted shall be same as outlined in Clause 6, unless otherwise prescribed in this clause.

#### 11.4 For leaving the course midway:

- 11.4.1 The GDOs, who leave the DM/MCh Super Specialty Course midway either within the State or outside the State of H.P., shall stand debarred to re-appear as a sponsored candidate for pursuing DM/MCh Super Specialty Course for next five years, for both within the State and outside the State of H.P. The period of five years for the purpose of de-barring shall be reckoned from the date of leaving the course midway.
- 11.4.2 In case, the GDO who has been sponsored and treated as on duty (with full pay and allowances), leaves the course midway, the period involved shall be converted into/debited from Leave of Kind Due standing in his credit on the date on which he proceeded to join such course. If there is no sufficient leave of kind due in his credit that period may be treated as EOL and the payment made to the person for this period shall be recovered from the candidates. In addition to this, the GDO shall have to pay Rs. 15 Lakhs in event of leaving the course midway as per terms of the bond.
- 11.4.3 In case of direct candidates who leave the course midway, they shall have to pay Rs. 15 lakh to the State Government as per the terms of the bond. Information in respect of such cases shall be sent to the DME by the concerned Principal along with bond documents.

#### 12. Miscellaneous:

- 12.1 For the purpose of incentive, this Policy shall be applicable henceforth; meaning thereby the GDOs who have served in field postings in the past will be awarded incentive as per previous Notification dated 20-03-2017 (and amended from time to time) and any GDO who is serving/will serve in any field posting will be entitled for incentive as prescribed in this Policy from now onwards.
- 12.2 Keeping in view deficiency of Doctors in the peripherals postings and the problems being faced by the Resident Doctors pursuing Post Graduation in various colleges of the State, this Policy shall be applicable to every candidate pursuing post graduation (irrespective of year of joining) and all such candidates shall have to furnish a Bond as per this Policy and they shall also be entitled to avail concessions in this Policy like in terms of mandatory service and relaxation in FDR vis-à-vis previous policy in this regard. All such candidates shall within one month of the notification of the policy, submit bond as per this policy and the FDR shall be returned to the respective candidates thereafter. If any candidate fails to do so, the FDR already submitted shall be forfeited and appropriate action shall be initiated against the defaulting candidate.

12.3 The State Government reserves the right to alter/amend any provision in the PG Policy at any time/from time to time.

	By order
	Sd/-
	(R. D. DHIMAN)
Additiona	al Chief Secretary (Health).

ANNEXURE-A

# Incentive percentage for GDOs for doing Post Graduation Course through NEET-PG within the State of Himachal Pradesh

Category	Name of	Medical Blocks/Health Institutions	Area wise percentage
	District	under the areas	incentive for one year of service
	Chamba	Pangi	10
	Lahaul & Spiti	Whole District	
A	Kinnaur	Pooh	
	Shimla	Area within Dodra Kawar sub-division of Chirgaon Medical Block	
	Chamba	Bharmour, Kihar and Tissa	8
В	Kinnaur	Sangla & Nichar except CHC Bhabanagar & RH Reckong Peo	
	Kinnaur	CHC Bhabanagar of Nichar Block, RH Reckong Peo.	6
C	Shimla	Chirgaon and Nerwa	
	Mandi	Janjehli, Chhohar Valley of Padhar Medical Block.	
	Sirmaur	Shillai and Sangrah	
D	Kullu	Anni and Nirmand (Except CH Nirmand)	4
	Mandi	Bagsaid (except CH Gohar) and Sandhole (except CH Dharampur)	
	Chamba	Phukhari, Choori and Samote	
	Sirmaur	Rajgarh (Transgiri Area)	
	Kangra	Mahakal	
	Shimla	Nankhari and Tikker	
E	All Districts	Other Medical Institutions of the State (excluding the above and below). (A, B, C, D & F)	2
F	All	All urban areas	0

ANNEXURE-B

### AGREEMENT BOND

THIS DEED OF BOND IS EXECUTED AT DAY OF BETWEEN CANDIDATE (hereinafte	ON THIS er to be referred as first party)
AND GOVERNOR, STATE OF HIMACHAL PRADESH through to be referred as SECOND PARTY).	n (hereinafter
The details of the FIRST PARTY are as under:	
NAME:	
s/o, d/o, w/o:	
RESIDING AT (PERMANENT ADDRESS):	
(TEMPORARY ADDRESS):	
LAND LINE PHONE NO:MOBILE NO:	- -
E-mail address:	-
AADHAR NO.:	_
WHEREAS the FIRST PARTY had applied for admission course and the FIRST PARTY has been selected in the said course.	to
WHEREAS the FIRST PARTY is agreed to comcourse and on such failure of not completing course of years, the FIRST PARTY Rs	g the prescribed duration of the
WHEREAS the FIRST PARTY is agreed to serve the Gove less than years after successful completion course and on such failure of not completing the full Bond period of FIRST PARTY shall forthwith pay a sum of Rs	of the years, the
WHEREAS, the FIRST PARTY shall be paid the stipend/fi allowances during the duration of the course by FIRST PARTY shall be treated as on duty for all practical purposes.	ull pay admissible with entitled the SECOND PARTY and the
AND WHEREAS, the FIRST PARTY has agreed to exe guarantors (out of which one is guardian of the FIRST PARTY a Income Tay assessee) to stand guarantee for the above said amount of the standard of the standard and the standard of the standard area.	and the Second guarantor is an

bond,

it shall remain in force and virtue:

#### NOW THE DEED OF INDEMNITY BOND WITNESSESS AS FOLLOWS:

1.	The FIRST PARTY appreciates that the stipend/full pay alongwith allowances payable to the first party belongs to the public exchequer and that the first party is morally and ethically bound to serve the poor and needy people of the State after the completion of the course for which the First Party has been sponsored. The first party agrees that in the event of non-completion of full bond period, the first party shall be liable to be sued in the competent Court of Law for recovery of full Bond money alongwith penal interest.
2.	The first party has agreed to complete the prescribed duration of the course of years. The FIRST PARTY also agrees that in the event of default the first party shall pay forthwith a sum of Rs. along with interest @ 18% per annum and the salary drawn to the SECOND PARTY.
3.	The first party has agreed to serve the State of Himachal Pradesh for a period of years after the successful completion of said course. The FIRST PARTY also agrees that in the event of default the first party shall pay forthwith a sum of Rs along with interest @ 18% per annum and the salary drawn to the SECOND PARTY. The First Party agrees to submit an undated cheque of the said amount at the time of signing of this bond.
4.	For the aforesaid amount of Rs, the first party has brought two sureties/guarantors and it has agreed that the same shall stand alive till successful completion of the BOND period. OR in the event of such default till payment of Rs to the SECOND PARTY.
5.	The first party agrees that till the successful completion of the period of years service with the Government of Himachal Pradesh or till the payment of Rs including fulfillment of any other obligation as may be prescribed by this bond, the certificates relating to Bachelor Degree of the first party shall be in the custody of the SECOND PARTY and the first party shall not make any attempt to obtain duplicate degree from the issuing University/Institute, and if it makes any application to such effect, it would amount to fraud with the second party.
6.	The first party agrees to abide by the PG policy notified by the SECOND PARTY in letter and spirit and the provisions mentioned therein shall be applicable to the FIRST PARTY <i>in to-to</i> .
AN	D to ensure the discharge of obligations by the FIRST PARTY as prescribed by this
1	(guardian of the FIRST PARTY) and (an income tax assessee), have agreed to act as sureties/

PROVIDED always that the liability of the sureties/guarantors hereunder shall not be impaired or discharged by reasonable time being granted or by any forbearance, act or omission of the Government or any person authorized by them (whether with or without the consent knowledge of the sureties) nor shall it be necessary for the Government to sue the First Party before suing the sureties or any of them for amount due hereunder.

guarantors and execute the bond as per conditions prescribed herein. The sureties/ guarantors aforesaid making such payment, the above written bond shall be void and be of no effect, otherwise

# ACCEPTED:

For and on behalf of a	ny of the order and direction	on of the Government of H	limachal Pradesh.
Signed and Dated at	on this the	day of	·
Signed and delivered by the I	FIRST PARTY		
Signature of the Candidate			
Surety/Guarantor 1:			
SignatureName:Address:			
PAN NoAadhar No			
Surety/Guarantor 2:			
Signature			
Name:			
Address:			
PAN No.			
Aadhar No			
Date : Place :			
Principal	Medical College/	/DHS	
Witnesses			
Signature			
First Party:			
1			
2.			

Secon	d Pa	rty:
	1.	
	2.	
PROF	ORM	IA:
	1.	Name of the Candidate:
	2.	Name of the Institution and place where he has worked last:
	3.	Designation:
	4.	Name of the PG Course:
	5.	Duration of the Course:
	6.	Date of joining the Course:
	7.	Whether Service/Non service candidate:
	8.	If service candidate, date of joining in-service:
	9.	Total service prior to joining the course:
	10.	Permanent address:
		DECLARATION :
	ed th	reby declare that the above particulars are true to the best of my knowledge and I have e prescribed bond. If the particulars furnished above are incorrect, I will remit back the bunt paid to me with full interest thereon as specified by the Government from to time.
as I ha		ther I declare that I will not claim my original certificates till I fulfill my bond conditions recuted.
Date: _		
D.1		

#### HEALTH & FAMILY WELFARE DEPARTMENT

#### **NOTIFICATION**

Shimla-2, the 25th July, 2019

**No. Health-C-A(3)12/2019.**— The Governor, Himachal Pradesh is pleased to withdraw the powers given to the Chief Medical Officers as the sanctioning authority for prosecution of offences issued *vide* this Department's Notification No. HFW-B(A)2-1/82-IV, dated 7-04-2012 with immediate effect.

By order,

Sd/-

Commissioner (Food Safety)-cum-Addl. Chief Secretary (Health).

#### HEALTH & FAMILY WELFARE DEPARTMENT

#### **NOTIFICATION**

Shimla-2, the 25th July, 2019

**No. HFW-B(A)2-2-92-VI-Loose-I.**—In continuation to this Department's notification of even number dated 29-11-2019, the Governor, Himachal Pradesh is pleased to nominate the following officers as Ex-Officio Members for the State Mental Health Authority below Sl. No. 8 with immediate effect in public interest:—

#### **Official Members:**

9. Director, Medical Education, H.P. Shimla-09

.. Ex-Officio Member.. Ex-Officio Member

10. M. D., National Health Mission, H. P.11. Joint Secretary (Finance)

.. Ex-Officio Member

12. Joint Secretary (Home)

.. Ex-Officio Member

13. Joint Secretary (Law)

.. Ex-Officio Member

14. SPO (Mental Health) NHM, H.P.

.. Ex-Officio Member

By order,

Sd/-

Additional Chief Secretary (Health).

#### **HEALTH & FAMILY WELFARE DEPARTMENT**

#### **NOTIFICATION**

Shimla-2, the 29th July, 2019

File No. HFW-B(B)2-7/2019.—The matter regarding retention of super-specialist doctors in the State was under consideration of the Government for the past sometime. After due

consideration, in order to provide better avenues to the super-specialist GDOs of the State and in turn provide better super-specialist services to the people of the State, the Governor, Himachal Pradesh is pleased to notify the following guidelines:—

- 1. After completion of MCh/DM (Super-specialty) courses, the concerned sponsored GDOs shall be immediately considered for designation/promotion as Assistant Professor against vacant posts of Assistant Professor in their respective department/specialty in Government Medical Colleges of the State as per requirement/availability.
- 2. In case of non-availability of vacancy of Assistant Professor, he/she will be considered for designation as Assistant Professor against vacancies of higher posts in the concerned specialty/super-specialty in Government Medical Colleges as per requirement/availability.
- 3. In case of Dr. RPGMC Tanda, promotion of the super-specialist GDOs shall be considered to the post of Assistant Professor even if the post of Assistant Professor is not vacant in the concerned super-specialty department, subject to availability of vacancy of higher positions in the concerned super-specialty department to optimize the patient care. However this relaxation shall not be applicable for IGMC Shimla and in case of Dr. RPGMC Tanda where vacancies of higher positions are not available in the concerned super-specialty department.

Where the State Government is of the opinion that it is necessary or expedient to do so, it may, for reasons to be recorded in writing relax/change/amend any of the provision(s) mentioned *ibid*.

By order,

R. D. DHIMAN, *Addl. Chief Secy (Health).* 

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[Authoritative English text of Government Notification No. Per (SAS-I)A(3)-3/99-I, dated 25th July, 2019 as required under clause (3) of Article 348 of the Constitution of India].

# PERSONNEL DEPARTMENT (Secretariat Administration Services-I)

#### **NOTIFICATION**

*Shimla-2, the 25th July, 2019* 

**No. Per (SAS-I)A(3)-3/99-I.**—In exercise of the powers conferred by proviso to Article 309 of the Constitution of India, the Governor, Himachal Pradesh, in consultation with the Himachal Pradesh Public Service Commission, is pleased to make the Recruitment and Promotion Rules for the post of Law Officer (Hindi)Class-II, (Gazetted) in the Department of Personnel (Secretariat Administration Services) Himachal Pradesh, as per Annexure-"A" attached to this notification, namely:—

- 1. Short title and commencement.—(1) These rules may be called Law Officer (Hindi) Class-II (Gazetted), Department of Personnel (Secretariat Administration Services) Himachal Pradesh, Recruitment and Promotion Rules, 2019.
- (2) These rules shall come into force from the date of publication in the Rajpatra (e-Gazette), Himachal Pradesh.
- **2. Repeal and savings.**—(1) The Law Officer (Hindi) Class-II, (Gazetted) Department of Personnel (Secretariat Administration Services) Recruitment & Promotion Rules, 1996, notified *vide* this department Notification No. Per (SAS-I)-A(1)-3/78-III, dated 28th May, 1996 and amended from time to time are hereby repealed.
- (2) Notwithstanding such repeal, any appointment made or anything done or any action taken under the rules, so repealed under sub-rule (1) *supra* shall be deemed to have been validly made, done or taken under these rules.

By order,

Sd/-Secretary (SA).

RECRUITMENT AND PROMOTION RULES FOR THE POST OF LAW OFFICER (HINDI), CLASS–II (GAZETTED), IN THE DEPARTMENT OF PERSONNEL, SECRETARIAT ADMINISTRATION SERVICES, HIMACHAL PRADESH

- 1. Name of Post.—Law Officer (Hindi)
- 2. Number of Post(s).—06 (Six)
- **3.** Classification.—Class-II (Gazetted)
- **4.** Scale of Pay (Be given in expanded notation).—(I) Pay band for regular incumbent(s).—Rs. 10,300—34800+ Rs. 4400 Grade Pay.
- (II) Emoluments for Contract Employee(s).—Rs. 14,700/- as per details given in Col. No. 15-A.
  - 5. Whether "Selection" post or "Non-Selection" post.—Selection
  - **6. Age for direct recruitment**.—18 to 45 years:

Provided that the upper age limit for direct recruits will not be applicable to the candidates already in service of the Government including those who have been appointed on *adhoc* or on contract basis:

Provided further that if a candidate appointed on *adhoc* or on contract basis had become over-age on the date he was appointed as such, he shall not be eligible for any relaxation in the prescribed age-limit by virtue of his such *adhoc* or contract appointment:

Provided further that upper age limit is relaxable for Scheduled Castes/Scheduled Tribes/Other Backward Classes and other categories of persons to the extent permissible under the general or special order(s) of the Himachal Pradesh Government:

Provided further that the employees of all the Public Sector Corporations and Autonomous Bodies who happened to be Government Servant before absorption in Public Sector Corporations/ Autonomous Bodies at the time of initial constitution of such Corporations/Autonomous Bodies shall be allowed age concession in direct recruitment as admissible to Government servants. This concession will not, however, be admissible to such staff of the Public Sector Corporations/ Autonomous Bodies who were/are subsequently appointed by such Corporation/Autonomous Bodies and who are/were finally absorbed in the service of such Corporations/Autonomous Bodies after initial constitution of the Public Sector Corporations/Autonomous Bodies.

- **Note**.—Age limit for direct recruitment will be reckoned on the first day of the year in which the Post(s) is/are advertised for inviting applications or notified to the Employment Exchanges or as the case may be.
- 7. Minimum educational and other qualifications required for direct recruit(s).—(a) ESSENTIAL QUALIFICATION.—(i) Bachelor's Degree in Law from any recognized University.
  - (ii) B.A. with Hindi as one of the main (Elective) subject
  - (iii) At least 5 years experience as an Advocate
- (b) DESIRABLE QUALIFICATION.—Knowledge of customs, manner and dialects of Himachal Pradesh and suitability for appointment in the peculiar conditions prevailing in the Pradesh.
- 8. Whether age and educational qualification(s) prescribed for direct recruit(s) will apply in the case of the promotee(s).—Age.—Not applicable

Edu. Qualification(s).—As mentioned in Col. No. 7(i) and (ii) above

- **9. Period of probation, if any**.—(i) *Direct Recruitment/ Promotion*.—(a) Two years subject to such further extension for a period not exceeding one year as may be ordered by the competent authority in special circumstances and reasons to be recorded in writing.
- (b) No probation in case of appointment on contract basis, tenure basis, re-employment after superannuation and absorption.
- 10. Method(s) of recruitment, whether by direct recruitment or by promotion/secondment/transfer and the percentage of post(s) to be filled in by various methods.—(i) 50% by placement/promotion failing which by direct recruitment on a regular basis or by recruitment on Contract basis, as the case may be.
- (ii) 50% by direct recruitment on a regular basis or by recruitment on Contract basis, as the case may be.
- 11. In case of recruitment by promotion/secondment/transfer, grade(s) from which promotion/secondment/transfer is to be made.—(i) By placement/promotion on the basis of suitability and merit, from amongst Senior Assistants with 6 years regular service or regular combined with continuous *adhoc* service rendered, if any, in the grade, out of which 3 years

experience of exclusively dealing with the legal matters or the departmental enquiries after attaining the Educational Qualification as prescribed in Column No. 7(i) and (ii) above, failing which by promotion on the basis of suitability and merit, from amongst Clerk/Jr. Assistant/Senior Assistant with 14 years combined regular service or regular combined with continuous *adhoc* service rendered, if any, in the related grade, out of which 3 years experience of exclusively dealing with the legal matters or the departmental enquires after attaining the Educational Qualification as prescribed in Column No. 7(i) and (ii) above:

Provided that for the purpose of promotion a combined seniority list of all eligible officials of the feeder posts shall be prepared on the basis of their length of service in their respective grades without disturbing their *inter-se*-seniority in their respective cadres.

(1) In all cases of promotion, the continuous *adhoc* service rendered in the feeder post, if any, prior to the regular appointment to the post shall be taken into account towards the length of service as prescribed in these Rules for promotion subject to the condition that the *adhoc* appointment/promotion in the feeder category had been made after following proper acceptable process of selection in accordance with the provisions of Recruitment and Promotion Rules:

Provided that in all cases where a Junior person becomes eligible for consideration by virtue of his/her total length of service (including the service rendered on *adhoc* basis, followed by regular service/appointment) in the feeder post in view of the provision referred to above, all persons senior to him/her in the respective category/post/cadre shall be deemed to be eligible for consideration and placed above the junior person in the field of consideration:

Provided further that all incumbents to be considered for promotion shall possess the minimum qualifying service of at least three years' or that prescribed in the Recruitment and Promotion Rules for the post, whichever is less:

Provided further that where a person becomes ineligible to be considered for promotion on account of the requirements of the preceding proviso, the person(s) junior to him/her shall also be deemed to be ineligible for consideration for such promotion.

**Explanation.**—The last proviso shall not render the junior incumbents ineligible for consideration for promotion if the senior ineligible persons happened to be ex-servicemen who have joined Armed Forces during the period of emergency and recruited under the provisions of rule-3 of Demobilized Armed Forces Personnel (Reservation of Vacancies in Himachal State Non Technical Services) Rules, 1972 and having been given the benefit of seniority thereunder or recruited under the provisions of rule-3 of Ex-Servicemen (Reservation of vacancies in the Himachal Pradesh Technical Service) Rules, 1985 and having been given the benefit of seniority thereunder.

(2) Similarly, in all cases of confirmation, continuous *adhoc* service rendered on the feeder post, if any, prior to the regular appointment against such posts shall be taken into account towards the length of service, if the *adhoc* appointment/promotion had been made after proper selection and in accordance with the provision of the Recruitment and Promotion Rules:

Provided that *inter-se*-seniority as a result of confirmation after taking into account, *adhoc* service rendered shall remain unchanged.

12. If a Departmental Promotion Committee exists, what is its composition?.—As may be constituted by the Government from time to time.

- 13. Circumstances under which the Himachal Pradesh Public Service Commission (HPPSC) is to be consulted in making recruitment.—As required under the Law.
- 14. Essential requirement for a direct recruitment.—A candidate for appointment to any service or post must be a citizen of India.
- 15. Selection for appointment to the post by direct recruitment.—Selection for appointment to the post in the case of direct recruitment shall be made on the basis of interview/ personality test or if the Himachal Pradesh Public Service Commission or other recruiting agency/ authority as the case may be, so consider necessary or expedient on the basis of interview/ personality test preceded by a screening test (objective type)/written test or practical test or physical test, the standard/syllabus, *etc.* of which, will be determined by the Commission/other recruiting agency/authority as the case may be.
- 15-A. Selection for appointment to the post by contract appointment.—Notwith-standing anything contained in these rules, contract appointment to the post will be made subject to the terms and conditions given below:—
- (I) CONCEPT.—(a) Under this policy, the Law Officer (Hindi) in the Department of Personnel (Secretariat Administration Services) Himachal Pradesh Secretariat will be engaged on contract basis initially for one year, which may be extendable on year to year basis:

Provided that for extension/renewal of contract period on year to year basis the concerned HOD shall issue a certificate that the service and conduct of the contract appointee is satisfactory during the year and only then his period of contract is to be renewed/extended.

- (b) **POST FALLS WITHIN THE PURVIEW OF HPPSC.**—The Chief Secretary after obtaining the approval of the Government to fill up the vacant posts on contract basis will place the requisition with the concerned recruiting agency *i.e.* Himachal Pradesh Public Service Commission.
- (c) The selection will be made in accordance with the eligibility conditions prescribed in these rules;
- (II) CONTRACTUAL EMOLUMENTS.—The Law Officer (Hindi) appointed on contract basis will be paid consolidated fixed contractual amount Rs. 14,700/- P.M. (which shall be equal to minimum of the pay band + grade pay). An amount of Rs. 441/- (3% of the minimum of pay band + grade pay of the post) as annual increase in contractual emoluments for the subsequent year(s) will be allowed, if contract is extended beyond one year.
- (III) APPOINTING/DISCIPLINARY AUTHORITY.—The Chief Secretary to the Government of Himachal Pradesh will be the appointing and disciplinary authority.
- (IV) SELECTION PROCESS.—Selection for appointment to the post in the case of contract appointment will be made on the basis of interview/personality test or if considered necessary or expedient on the basis of interview/personality test preceded by a screening test (objective type)/written test or practical test or physical test, the standard/syllabus *etc*. of which will be determined by the concerned recruiting agency *i.e.* Himachal Pradesh Public Service Commission.
- **(V) COMMITTEE FOR SELECTION OF CONTRACTUAL APPOINTMENTS.**—As may be constituted by the concerned recruiting agency *i.e.* Himachal Pradesh Public Service Commission from time to time.

**(VI) AGREEMENT.**—After selection of a candidate, he/she shall sign an agreement as per Annexure-"B" appended to these rules.

- **(VII) TERMS AND CONDITIONS.**—(a) The contractual appointee will be paid fixed contractual amount Rs. 14,700/- P.M (which shall be equal to minimum of the pay band + grade pay). The contract appointee will be entitled for increase in contractual amount Rs. 441/- (3% of minimum of the pay band + grade pay of the post) for further extended years and no other allied benefits such as senior/selection scales *etc*. will be given.
- (b) The service of the Contract Appointee will be purely on temporary basis. The appointment is liable to be terminated in case the performance/conduct of the contract appointee is not found satisfactory. In case the contract appointee is not satisfied with the termination orders issued by the Appointing Authority, he/she may prefer an appeal before the Appellate Authority who shall be higher in rank to the Appointing Authority, within a period of 45 days, from the date on which a copy of termination orders is delivered to him/her.
- (c) The contract appointee will be entitled for one day's casual leave after putting one month service. However, the contract appointee will also be entitled for 180 days maternity leave, 10 days medical leave and 5 days special leave. A female contract appointee shall also be entitled for maternity leave not exceeding 45 days (irrespective of the number of surviving children) during the entire service, in case of miscarriage including abortion, on production of medical certificate issued by the authorized Government Medical Officer. He/she shall not be entitled for medical reimbursement and LTC etc. No leave of any other kind except above is admissible to the contract appointee:

Provided that the un-availed casual leave, medical leave and special leave can be accumulated upto the calendar year and will not be carried forward for the next calendar year.

(d) Unauthorized absence from the duty without the approval of the Controlling Officer shall automatically lead to the termination of the contract. However, in exceptional cases where the circumstances for un-authorized absence from duty were beyond his/her control on medical grounds, such period shall not be excluded while considering his/her case for regularization but the incumbent shall have to intimate the controlling authority in this regard well in time. However, the contract appointee shall not be entitled for contractual amount for this period of absence from duty:

Provided that he/she shall submit the certificate of illness/fitness issued by the Medical Officer, as per prevailing instructions of the Government.

- (e) An official appointed on contract basis who has completed three years tenure at one place of posting will be eligible for transfer on need based basis wherever required on administrative grounds.
- (f) Selected candidate will have to submit a certificate of his/her fitness issued by a Medical Board. In case of women candidates who are to be appointed against posts carrying hazardous nature of duties, and in case they have to complete a period of training as a condition of service, such woman candidate, who as a result of tests is found to be pregnant of twelve weeks' standing or more shall be declared temporarily unfit and her appointment shall be held in abeyance until the confinement is over. Such woman candidate be re-examined for medical fitness six weeks after the date of confinement, and if she is found fit on production of medical fitness certificate from the authority as specified above, she may be appointed to the post kept reserved for her.

- (g) Contract appointee will be entitled to TA/DA if required to go on tour in connection with his/her official duties at the same rate as applicable to regular counterpart official at the minimum of pay scale.
- (h) Provisions of service rules like FR SR, Leave Rules, GPF Rules, Pension Rules and Conduct rules etc. as are applicable in case of regular employees will not be applicable in case of contract appointees. The Employees Group Insurance Scheme as well as EPF/GPF will also not be applicable to contract appointee(s).
- **16. Reservation**.—The appointment to the service shall be subject to orders regarding reservation in the service for Scheduled Castes/Scheduled Tribes/Other Backward Classes/other categories of persons issued by the Himachal Pradesh Government from time to time.
- **17. Departmental Examination**.—Every Member of the service shall pass a Departmental Examination as prescribed in the Himachal Pradesh Departmental Examination Rules, 1997, as amended from time to time.
- 18. Power to Relax.—Where the State Government is of the opinion that it is necessary or expedient to do so, it may, by order for reasons to be recorded in writing and in consultation with the Himachal Pradesh Public Service Commission relax any of the provision(s) of these rules with respect to any class or category of person(s) or post(s).

ANNEXURE-"B"

# Form of contract/agreement to be executed between the Law Officer (Hindi) and the Government of Himachal Pradesh through Chief Secretary to the Government of Himachal Pradesh

This	s agreement is made on this	day	ofin
•	Between		
contract ap	pointee (hereinafter called the FIRST	PARTY), AND the G	overnor, Himachal Pradesh
through Ch	ief Secretary, Himachal Pradesh (her	e-in-after called the SE	COND PARTY). Whereas,
	ND PARTY has engaged the afores		, , , , , , , , , , , , , , , , , , , ,
	erve as a Law Officer (Hindi) on contr		
agreed to se	cive as a Law Officer (filliar) on cond	act basis on the follow.	ing terms and conditions.—
1.	That the FIRST PARTY shall remain Officer (Hindi) for a period of one		
	and ending on the day of	2	-
	agreed upon by both the parties that	·	
	with SECOND PARTY shall ipso-f		<u> </u>
	on and information	notice shall not be nec	essary:
	Provided that for further extention/certificate that the service and coduring the year and only then the per	nduct of the contract	appointee was satisfactory

- 2. The contractual amount of the FIRST PARTY will be Rs. 14,700/- per month.
- 3. The service of the Contract Appointee will be purely on temporary basis. The appointment is liable to be terminated in case the performance/conduct of the contract appointee is not found satisfactory. In case the contract appointee is not satisfied with

the termination orders issued by the Appointing Authority, he/she may prefer an appeal before the Appellate Authority who shall be higher in rank to the Appointing Authority, within a period of 45 days, from the date on which a copy of termination orders is delivered to him/her.

4. Contractual Law Officer (Hindi) will be entitled for one day's casual leave after putting one month service. However, the contract appointee will also be entitled for 180 days maternity leave, 10 days medical leave and 5 days special leave. A female contract appointee shall also be entitled for maternity leave not exceeding 45 days (irrespective of the number of surviving children) during the entire service, in case of miscarriage including abortion, on production of medical certificate issued by the authorized Government Medical Officer. He/she shall not be entitled for medical reimbursement and LTC etc. No leave of any other kind except above is admissible to the contract appointee.

Un-availed casual leave, medical leave and special leave can be accumulated upto the calendar year and will not be carried forward for the next calendar year.

5. Unauthorized absence from the duty without the approval of the Controlling Officer shall automatically lead to the termination of the contract. However, in exceptional cases where the circumstances for un-authorized absence from duty were beyond his/her control on medical grounds, such period shall not be excluded while considering his/her case for regularization but the incumbent shall have to intimate the controlling authority in this regard well in time. However, the contract appointee shall not be entitled for contractual amount for this period of absence from duty:

Provided that he/she shall submit the cerfificate of illness/fitness issued by the Medical Officer, as per prevailing instructions of the Government.

- 6. An official appointed on contract basis who has completed three years tenure at one place of posting will be eligible for transfer on need based basis wherever required on administrative grounds.
- 7. Selected candidate will have to submit a certificate of his/her fitness issued by a Medical Board. In case of women candidates who are to be appointed against posts carrying hazardous nature of duties, and in case they have to complete a period of training as a condition of service, such woman candidate, who as a result of tests is found to be pregnant of twelve weeks' standing or more shall be declared temporarily unfit and her appointment shall be held in abeyance until the confinement is over. Such woman candidate be re-examined for medical fitness six weeks after the date of confinement, and if she is found fit on production of medical fitness certificate from the authority as specified above, she may be appointed to the post kept reserved for her.
- 8. Contract appointee shall be entitled to TA/DA if required to go on tour in connection with his/her official duties at the same rate as applicable to regular counter-part official at the minimum of pay scale.
- 9. The Employees Group Insurance Scheme as well as EPF/GPF will not be applicable to contractual appointee(s).

IN WITNESS the FIRST PARTY AND SECOND PARTY have herein to set their hands the day, month and year first, above written.

THE P	RESENCE OF WITNESS:	
1.		
	(Name and Full Address)	(Signature of the FIRST PARTY)
2.		
	(Name and Full Address)	
	(Name and Fun Address)	(Signature of the SECOND PARTY)

#### LOCAL AUDIT DEPARTMENT

#### **NOTIFICATION**

Shimla-171009, the 22nd July, 2019

**No. I-73/70-Fin (LA)-Part-5196.**—On the recommendation of the Departmental Promotion Committee, the Governor, Himachal Pradesh is pleased to promote Shri Chandresh Handa, Deputy Controller (Class-I Gazetted) of Local Audit Department, H. P. to the post of Joint Controller (Class-I Gazetted) in the pay band of Rs. 15600—39100+7800 Grade Pay on regular basis with immediate effect.

Consequent upon the above promotion Shri Chandresh Handa, will remain posted at Resident Audit Scheme, CSK H. P. Agriculture University, Palampur against the vacant post of Joint Controller.

Shri Chandresh Handa may submit his option for fixation of pay under Rule FR-22(1)(a)(i) within one month from the date of issue of this notification.

By order,

Sd/-

Additional Chief Secretary (Finance).

### ब अदालत कार्यकारी दण्डाधिकारी, बन्जार, जिला कुल्लू, हि0 प्र0

श्री श्याम सुन्दर पुत्र श्री कांशी राम, निवासी गांव गडशौउं (वाहू), डाकघर बाहू, तहसील बन्जार, जिला कुल्लू, हि0 प्र0।

श्रीमती त्रिशला देवी पुत्री श्री लाल सिंह, निवासी गांव खनाला, डाकघर बाहू, तहसील बन्जार, जिला कुल्लू, हि0 प्र0

बनाम

#### आम जनता

प्रार्थना—पत्र हिमाचल प्रदेश विवाह रिजस्ट्रीकरण अधिनियम, 2004 धारा 4(2) के तहत प्रार्थिगण ने अधोहस्ताक्षरी की अदालत में प्रार्थना—पत्र मय ब्यान हिल्फया इस आशय से गुजारा है कि उन्होंने दिनांक 20—07—1997 को स्थान गडशौउं, डाकघर बाहू, तहसील बन्जार, जिला कुल्लू में अपनी शादी हसव रिवाज मुल्क व कौम के आपस में कर ली है। जो कि गलती से ग्राम पंचायत बाहू, तहसील बन्जार, जिला कुल्लू के अभिलेख में दर्ज नहीं करवा सके हैं और अब वे अपनी शादी कर इन्द्राज ग्राम पंचायत बाहू के अभिलेख में करवाना चाहते हैं।

इस सम्बन्ध में सर्वसाधारण को सूचित किया जाता है कि प्रार्थीगण श्री श्याम सुन्दर पुत्र श्री कांशी राम व श्रीमती त्रिशला देवी पुत्री श्री लाल सिंह की शादी का इन्द्राज ग्राम पंचायत बाहू के अभिलेख में दर्ज करने में यदि किसी को कोई आपित हो तो वह दिनांक 18–08–2019 तक असालतन व वकालतन अदालत हजा में आकर अपनी आपित दर्ज करे। बाद गुजरने तारीख किसी भी प्रकार का एतराज मान्य न होगा तथा एकतरफा कार्यवाही अमल में लाई जाकर हिमाचल प्रदेश विवाह रिजस्ट्रीकरण अधिनियम, 2004 धारा 4(2) के तहत शादी की तिथि 20–07–1997 इन्द्राज करने के आदेश पारित किए जाएंगे।

आज दिनांक 18-07-2019 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

हस्ताक्षरित / – कार्यकारी दण्डाधिकारी, बन्जार, जिला कुल्लू, हि0 प्र0।

# ब अदालत सहायक समाहर्ता द्वितीय श्रेणी, बन्जार, जिला कुल्लू, हि0 प्र0

किस्म मुकद्दमा.--राजस्व रिकार्ड में नाम दरुस्ती करने बारे।

श्री दिलावर सिंह पुत्र श्री वेद राम, निवासी गांव व डाकघर कलवारी, तहसील बन्जार, जिला कुल्लू, हिं0 प्र0 ने वमय शपथ—पत्र इस कार्यालय/न्यायालय में प्रार्थना—पत्र इस आशय से गुजारा है कि प्रार्थी का नाम राजस्व रिकार्ड में सोम दिलावर सिंह लिखा गया है जो कि गलत है जबकि प्रार्थी का नाम दिलावर सिंह है जो कि सही है। इसे दुरूस्त करवाना चाहता है।

इस सम्बन्ध में इश्तहार द्वारा सर्वसाधारण को सूचित किया जाता है कि यदि किसी व्यक्ति को प्रार्थी का नाम राजस्व रिकार्ड में सोम दिलावर सिंह की जगह दिलावर सिंह करने बारे कोई आपित हो तो वह दिनांक 18–08–2019 तक असालतन व वकालतन अदालत हजा में आकर अपनी आपित दर्ज करे। तारीख गुजरने के बाद किसी भी प्रकार का एतराज मान्य न होगा तथा एकतरफा कार्यवाही अमल में लाई जाकर दरूस्ती के आदेश पारित किए जाएंगे।

आज दिनांक 18-07-2019 को मेरे हस्ताक्षर व कार्यालय मोहर द्वारा जारी किया गया।

मोहर।

हस्ताक्षरित / – सहायक समाहर्ता द्वितीय श्रेणी, बन्जार, जिला कुल्लू, हि0 प्र०।

## ब अदालत सहायक समाहर्ता द्वितीय श्रेणी, बन्जार, जिला कुल्लू, हि0 प्र0

किस्म मुकद्दमा.--राजस्व रिकार्ड में नाम दरुस्ती करने बारे।

श्री गुलावू राम पुत्र श्री ठाकरू, निवासी गांव सेरी, डाकघर फाटी, तान्दी कोठी तलोकपुर, तहसील बन्जार, जिला कुल्लू, हि0 प्र0 ने वमय शपथ—पत्र इस कार्यालय/न्यायालय में प्रार्थना—पत्र इस आशय से गुजारा है कि प्रार्थी का नाम राजस्व रिकार्ड में गुलाबू लिखा गया है जो कि गलत है जबकि प्रार्थी का नाम गुलावू राम है जो कि सही है। इसे दुरूस्त करवाना चाहता है।

इस सम्बन्ध में इश्तहार द्वारा सर्वसाधारण को सूचित किया जाता है कि यदि किसी व्यक्ति को प्रार्थी का नाम राजस्व रिकार्ड में गुलाबू की जगह गुलावू राम करने बारे कोई आपत्ति हो तो वह दिनांक 18—08—2019 तक असालतन व वकालतन अदालत हजा में आकर अपनी आपत्ति दर्ज करे। तारीख गुजरने के बाद किसी भी प्रकार का एतराज मान्य न होगा तथा एकतरफा कार्यवाही अमल में लाई जाकर दरूस्ती के आदेश पारित किए जाएंगे।

आज दिनांक 18-07-2019 को मेरे हस्ताक्षर व कार्यालय मोहर द्वारा जारी किया गया।

मोहर।

हस्ताक्षरित / – सहायक समाहर्ता द्वितीय श्रेणी, बन्जार, जिला कुल्लू, हि0 प्र0।

# ब अदालत सहायक समाहर्ता द्वितीय श्रेणी, बन्जार, जिला कुल्लू, हि0 प्र0

किस्म मुकद्दमा.--राजस्व रिकार्ड में नाम दरुस्ती करने बारे।

श्री राम कृष्ण पुत्र श्री फतेह चन्द निवासी गांव रम्वी, फाटी कलवारी, कोठी पलाच, तहसील बन्जार, जिला कुल्लू, हि0 प्र0 ने वमय शपथ—पत्र इस कार्यालय/न्यायालय में प्रार्थना—पत्र इस आशय से गुजारा है कि प्रार्थी का नाम राजस्व रिकार्ड फाटी, कलवारी में कृष्ण चन्द लिखा गया है जो कि गलत है जबकि प्रार्थी का नाम राम कृष्ण है जो कि सही है। इसे दुरूस्त करवाना चाहता है।

इस सम्बन्ध में इश्तहार द्वारा सर्वसाधारण को सूचित किया जाता है कि यदि किसी व्यक्ति को प्रार्थी का नाम राजस्व रिकार्ड में कृष्ण चन्द की जगह राम कृष्ण करने बारे कोई आपित हो तो वह दिनांक 18–08–2019 तक असालतन व वकालतन अदालत हजा में आकर अपनी आपित दर्ज करे। तारीख गुजरने के बाद किसी भी प्रकार का एतराज मान्य न होगा तथा एकतरफा कार्यवाही अमल में लाई जाकर दरूस्ती के आदेश पारित किए जाएंगे।

आज दिनांक 18-07-2019 को मेरे हस्ताक्षर व कार्यालय मोहर द्वारा जारी किया गया।

मोहर।

हस्ताक्षरित / – सहायक समाहर्ता द्वितीय श्रेणी, बन्जार, जिला कुल्लू, हि0 प्र0।

### ब अदालत सहायक समाहर्ता द्वितीय श्रेणी, बन्जार, तहसील बन्जार, जिला कुल्लू, हि0 प्र0

किरम मुकद्दमा.--ग्राम पंचायत शरची के अभिलेख में नाम दुरुस्ती करने बारे।

श्री विरेन्द्र सिंह ठाकुर पुत्र श्री अनूप राम, निवासी गांव व डाकघर शरची, तहसील बन्जार, जिला कुल्लू, हि0 प्र0 ने वमय शपथ—पत्र इस कार्यालय / न्यायालय में प्रार्थना—पत्र इस आशय से गुजारा है कि प्रार्थी के पुत्र भीविन मंदेल के जन्म प्रमाण—पत्र में प्रार्थी यानी पिता का नाम विरेंद्र ठाकुर लिखा गया है जो कि गलत है जबकि प्रार्थी यानी पिता का नाम विरेन्द्र सिंह ठाकुर है जो सही है। इसे ग्राम पंचायत शरची के अभिलेख में दुरूस्त करवाना चाहता है।

इस सम्बन्ध में इश्तहार द्वारा सर्वसाधारण को सूचित किया जाता है कि यदि किसी को प्रार्थी के पुत्र भीविन मंदेल के जन्म प्रमाण—पत्र में प्रार्थी यानी पिता का नाम विरेंद्र टाकुर के स्थान पर विरेन्द्र सिंह टाकुर ग्राम पंचायत शरची के अभिलेख में दर्ज करने बारे कोई आपित हो तो वह दिनांक 18—08—2019 तक असालतन व वकालतन अदालत हजा में आकर अपनी आपित पेश करें। तारीख गुजरने के बाद किसी भी प्रकार का एतराज मान्य न होगा तथा एकतरफा कार्यवाही अमल में लाई जाकर दरूस्ती के आदेश पारित किए जाएंगे।

आज दिनांक 18-07-2019 को मेरे हस्ताक्षर व कार्यालय मोहर द्वारा जारी किया गया।

मोहर।

हस्ताक्षरित / – सहायक समाहर्ता द्वितीय श्रेणी, बन्जार, जिला कुल्लू, हि0 प्र०।

# ब अदालत सहायक समाहर्ता द्वितीय श्रेणी, बन्जार, तहसील बन्जार, जिला कुल्लू, हि0 प्र0

किरम मुकद्दमा.—–ग्राम पंचायत शरची के अभिलेख में नाम दुरुस्ती करने बारे।

श्री विरेन्द्र सिंह ठाकुर पुत्र श्री अनूप राम, निवासी गांव व डाकघर शरची, तहसील बन्जार, जिला कुल्लू, हि0 प्र0 ने वमय शपथ—पत्र इस कार्यालय / न्यायालय में प्रार्थना—पत्र इस आशय से गुजारा है कि प्रार्थी की पुत्री हरशिका के जन्म प्रमाण—पत्र में प्रार्थी यानी पिता का नाम विरेंद्र सिंह लिखा गया है जो कि गलत है जबकि प्रार्थी यानी पिता का नाम विरेन्द्र सिंह ठाकुर है जो सही है। इसे ग्राम पंचायत शरची के अभिलेख में दुरूस्त करवाना चाहता है।

इस सम्बन्ध में इश्तहार द्वारा सर्वसाधारण को सूचित किया जाता है कि यदि किसी को प्रार्थी की पुत्री हरिशका के जन्म प्रमाण—पत्र में प्रार्थी यानी पिता का नाम विरेन्द्र सिंह के स्थान पर विरेन्द्र सिंह ठाकुर, ग्राम पंचायत शरची के अभिलेख में दर्ज करने बारे कोई आपित्त हो तो वह दिनांक 18—08—2019 तक असालतन व वकालतन अदालत हजा में आकर अपनी आपित्त पेश करें। तारीख गुजरने के बाद किसी भी प्रकार का एतराज मान्य न होगा तथा एकतरफा कार्यवाही अमल में लाई जाकर दरूरती के आदेश पारित किए जाएंगे।

आज दिनांक 18-07-2019 को मेरे हस्ताक्षर व कार्यालय मोहर द्वारा जारी किया गया।

मोहर।

हस्ताक्षरित / – सहायक समाहर्ता द्वितीय श्रेणी, बन्जार, जिला कुल्लू, हि0 प्र0।

#### In the Court of Executive Magistrate, Anni, District Kullu, H.P.

Balveer Singh s/o Sh. Ses Ram, Village Gagni, P. O. Khun, Tehsil Anni, District Kullu, H. P. . . . Applicant.

Versus

General Public ... Respondent.

Subject.—Notice under section 13(3) of Birth & Death Registration Act, 1969.

Sh. Balveer Singh s/o Sh. Ses Ram, Village Gagni, P.O. Khun, Tehsil Anni, District Kullu, H.P. has moved an application in the office of the undersigned accompanying with an affidavit stating that the birth entry of his son Vansh Thakur born on 01-05-2016 has not been entered in the record of Gram Panchayat Khani.

Hence, the general public is hereby made aware through this notice that if any person or relative have any objection regarding entering birth event of son of the applicant born on 01-05-2016 in record of Gram Panchayat Khani, he/she/they may file his /her/their objections on or before 25-08-2019 before this court. In case of non-filing of any objection, the *ex-parte* order will be passed.

Given under my seal and signature on this 18th day of July, 2019.

Executive Magistrate, Anni, District Kullu, H.P.

Sd/-

## ब अदालत नीरजा शर्मा, कार्यकारी दण्डाधिकारी, तहसील निरमण्ड, जिला कुल्लू, हि0 प्र0

मुकद्दमा नं0 : 22 / 2019

Seal.

श्री बुधराम पुत्र उतमराम, निवासी डमैहडी, फाटी बाडी, तहसील निरमण्ड, जिला कुल्लू, हि0 प्र0

बनाम

आम जनता प्रतिवादी।

उनवान मुकद्दमा.——प्रार्थना—पत्र जेर धारा 13(3) जन्म व मृत्यु अधिनियम, 1969 के अन्तर्गत जन्म तिथि दर्ज करने बारे।

इस कार्यालय में श्री बुधराम पुत्र उतमराम, निवासी डमैहडी, फाटी बाडी, ग्राम पंचायत बाडी, तहसील निरमण्ड, जिला कुल्लू, हि0 प्र0 ने उक्त अधिनियम के अन्तर्गत प्रार्थना—पत्र गुजार कर निवेदन किया है कि उसके भाई की मृत्यु हुई है। उसकी मृत्यु तिथि अज्ञानता के कारण व इलाका गैर रहने से निश्चित अविध में दर्ज नहीं करवा सका है और प्रार्थी के भाई नगीराम की मृत्यु दिनांक 07—12—1969 को हुई है। जिस विषय

उसने अपना ब्यान हलफिया भी प्रस्तुत किया है। सायल ने ग्राम पंचायत बाडी में मृत्यु तिथि रजिस्टर में दर्ज करने का अनुरोध किया है।

इस इश्तहार द्वारा आम जनता को सूचित किया जाता है कि यदि किसी भी व्यक्ति को नगीराम पुत्र उतमराम की मृत्यु तिथि ग्राम पंचायत बाडी में दर्ज करने के लिए एतराज हो तो वह दिनांक 20–08–2019 तक हमारे कार्यालय में हाजिर होकर लिखित व मौखिक एतराज प्रस्तुत करें उक्त तारीख के बाद कोई भी एतराज मान्य नहीं होगा और समझा जावेगा कि उक्त मृत्यु तिथि ग्राम पंचायत में दर्ज करने बारे किसी का कोई एतराज नहीं है तथा सचिव ग्राम पंचायत बाडी को पंजीकृत मृत्यु तिथि दर्ज करने के आदेश पारित किया जावेगा।

आज दिनांक 08-07-2019 को हमारे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

हस्ताक्षरित / – कार्यकारी दण्डाधिकारी, निरमण्ड, जिला कुल्लू (हि0 प्र0)।

# ब अदालत कार्यकारी दण्डाधिकारी निरमण्ड, जिला कुल्लू, हि0 प्र0

मुकद्दमा नं0 : 24 / 2019

नरोतम सिंह आयु 40 वर्ष पुत्र बरेस्तु राम, निवासी झलैर, डाकघर सराहन, तहसील निरमण्ड, जिला कुल्लू, हि0 प्र0

बनाम

आम जनता

प्रतिवादी।

उनवान मुकद्दमा जेर धारा 13(3) अधिनियम, 1969 के अन्तर्गत जन्म व मृत्यु पंजीकरण करने बारे।

उनवान मुकद्दमा प्रार्थना—पत्र जेर धारा 13(3) जन्म व मृत्यु अधिनियम, 1969 के अन्तर्गत इस कार्यालय में नरोतम सिंह आयु 40 वर्ष पुत्र बरेस्तु राम, निवासी झलैर, डाकघर सराहन, तहसील निरमण्ड, जिला कुल्लू, हि0 प्र0 ने उक्त अधिनियम के अन्तर्गत प्रार्थना—पत्र गुजार कर निवेदन किया है कि उसके पुत्र जितन का जन्म दिनांक 07—04—2008 को हुआ है। इनका नाम अज्ञानता व अनपढ़ता के कारण व इलाका गैर रहने से निश्चित अविध में दर्ज नहीं हो सका है, और जिस विषय में उसने अपना शपथ—पत्र भी प्रस्तुत किया है। सायल ने ग्राम पंचायत सराहन में उसके परिवार रिजस्टर में जन्म तिथि दर्ज करने का अनुरोध कर रखा है।

इस इश्तहार द्वारा आम जनता को सूचित किया जाता है कि यदि किसी भी व्यक्ति को जितन पुत्र नरोतम सिंह का नाम ग्राम पंचायत सराहन में दर्ज करने के लिए एतराज हो तो वह दिनांक 20–08–2019 तक हमारे कार्यालय में हाजिर होकर लिखित व मौखिक एतराज प्रस्तुत करें उक्त तारीख के बाद कोई भी एतराज मान्य नहीं होगा और समझा जावेगा कि उपरोक्त जितन का नाम व जन्म तिथि ग्राम पंचायत सराहन में दर्ज करने बारे किसी का कोई एतराज नहीं है तथा सचिव ग्राम पंचायत सराहन को नाम व जन्म तिथि दर्ज करने के आदेश पारित किये जाएंगे।

आज दिनांक 08–07–2019 को हमारे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

हस्ताक्षरित / – कार्यकारी दण्डाधिकारी, निरमण्ड, जिला कुल्लू (हि0 प्र0)।

### ब अदालत नीरजा शर्मा, कार्यकारी दण्डाधिकारी, तहसील निरमण्ड, जिला कुल्लू, हि0 प्र0

मुकद्दमा नं0 : 18 / 2019

श्री सेवा राम पुत्र कानी राम, निवासी गांओवील, फाटी तूनन, तहसील निरमण्ड, जिला कुल्लू, हि0 प्र0 ः वादी।

बनाम

आम जनता

प्रतिवादी।

उनवान मुकद्दमा.——प्रार्थना—पत्र जेर धारा 13(3) जन्म व मृत्यु अधिनियम, 1969 के अन्तर्गत जन्म तिथि दर्ज करने बारे।

इस कार्यालय में श्री सेवा राम पुत्र कानी राम, निवासी गांओवील, फाटी तूनन, तहसील निरमण्ड, जिला कुल्लू, हि0 प्र0 ने उक्त अधिनियम के अन्तर्गत प्रार्थना—पत्र गुजार कर निवेदन किया है कि उसके तूखम से पुत्री तनू का जन्म हुआ है। इसका नाम अज्ञानता के कारण व इलाका गैर रहने से निश्चित अविध में दर्ज नहीं करवा सका है और उसकी पुत्री तनू का जन्म दिनांक 07—02—2009 को हुआ है। जिस विषय उसने अपना ब्यान हलिफया भी प्रस्तुत किया है। सायल ने ग्राम पंचायत तूनन में उसके परिवार रिजस्टर में दर्ज करने का अनुरोध किया है।

इस इश्तहार द्वारा आम जनता को सूचित किया जाता है कि यदि किसी भी व्यक्ति को तनू पुत्री सेवा राम का नाम व जन्म तिथि ग्राम पंचायत तूनन में दर्ज करने के लिए एतराज हो तो वह दिनांक 20–08–2019 तक हमारे कार्यालय में हाजिर होकर लिखित व मौखिक एतराज प्रस्तुत करें उक्त तारीख के बाद कोई भी एतराज मान्य नहीं होगा और समझा जावेगा कि उक्त नाम व जन्म तिथि ग्राम पंचायत में दर्ज करने बारे किसी का कोई एतराज नहीं है तथा सचिव ग्राम पंचायत तूनन को नाम व जन्म तिथि दर्ज करने के आदेश पारित किया जावेगा।

आज दिनांक 08-07-2019 को हमारे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

हस्ताक्षरित / – कार्यकारी दण्डाधिकारी, निरमण्ड, जिला कुल्लू (हि0 प्र0)।

In the Court of Shri Raman Gharsanghi (H.A.S.), Special Marriage Officer-cum-Sub-Divisional Magistrate, Manali, District Kullu, H.P.

In the matter of:

Vaibhav Sharma s/o Sh. Om Prakash Sharma, r/o House No. B-11/363, Guru Nanak Pura, West Post Office Chugitti Jalandher, Punjab.

and

Pooja Verma d/o Sh. Ritu Raj Verma, r/o House No. 45, Ward No. 3, Mall Road Manali, P.O. Manali, Tehsil Manali, Distt. Kullu, H. P.

Versus

#### General Public

Subject.—An application for registration of Marriage under Special Marriage Act, 1954.

Whereas Vaibhav Sharma s/o Sh. Om Prakash Sharma, r/o House No. B-11/363, Guru Nanak Pura, West Post Office Chugitti Jalandher, Punjab and Pooja Verma d/o Sh. Ritu Raj Verma, r/o House No. 45, Ward No. 3, Mall Road Manali, P.O. Manali, Tehsil Manali, Distt. Kullu, H. P. has presented an application on 08-07-2019 in this court for the registration of marriage under Special Marriage Act, 1954. Hence this proclamation is hereby issued for the information of general public that if any person have any objection for the registration of marriage can appear in this court on 07-08-2019 at 2.00 P.M. to object registration of above marriage personally or through an authorized agent failing which this marriage will be registered under this Act, 1954 accordingly.

Given under my hand and seal of the court on 09th day of July, 2019.

Seal.

RAMAN GHARSANGHI (HAS), Special Marriage Officer-cum-Sub-Divisional Magistrate, Manali, District Kullu, H.P.

#### **CHANGE OF NAME**

I, Babli Devi d/o Sh. Mansha Ram presently w/o Sh. Ashok Kumar, r/o Village Sangroh Kalan, P.O. Samirpur, Tehsil Tauni Devi, District Hamirpur (H.P.) declare that I have changed my name from Babli Devi to Veena Devi. So, I shall be known in future as Veena Devi *nee* Babli Devi both these names belong to one and same person. Please note.

BABLI DEVI,

d/o Sh. Mansha Ram presently w/o Sh. Ashok Kumar, r/o Village Sangroh Kalan, P.O. Samirpur, Tehsil Tauni Devi, District Hamirpur (H.P.).

गृह विभाग

अधिसूचना

शिमला-2, 31 जुलाई, 2019

संख्याः गृह—सी (ई) 1—1/2013.——हिमाचल प्रदेश के राज्यपाल, शिमला की सडकों का उपयोग करने वालों तथा पैदल चलने वालों के लिए (लोक सुरक्षा और सुविधा) अधिनियम, 2007 (2008 का अधिनियम संख्यांक 2) की धारा 17 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, पूर्वोक्त अधिनियम से संलग्न अनुसूची—2 की निम्नलिखित पृविष्टि का लोप करते हैं, अर्थात्:——

"प्रतिबन्धित—1 कैनेडी हाऊस चौक से बालूगंज़ (मालरोड़) तक।"

आदेश द्वारा,

मनोज कुमार, अतिरिक्त मुख्य सचिव (गृह)। [Authoritative English text of this Department Notification No. Home-C(E)1-1/2013, dated 31-07-2019 as required under article 348(3) of the Constitution of India].

#### HOME DEPARTMENT

#### **NOTIFICATION**

Shimla-2, the 31st July, 2019

**No. Home-C(E)1-1/2013.**—In exercise of the powers conferred by section 17 of the Shimla Road Users and Pedestrians (Public Safety and Convenience) Act, 2007 (Act No 2 of 2008), the Governor of Himachal Pradesh, is pleased to delete the following entry in SCHEDULE-II appended to the Act ibid, namely:—

"R-I from Kennedy House Chowk to Boileauganj (Mall Road)."

By order,

(MANOJ KUMAR), Additional Chief Secretary (Home).